

# **TERMS OF SERVICE**

As of January 3rd, 2024

**Trademarks and Logos:** Any material, request or copy received by Trophy Gallery for an order by our company is accepted by Trophy Gallery as being submitted in full compliance with laws regarding copyright, trademark, service mark, patent, right of privacy or similar type protection. You and your client agree that by submitting such material or copy for our use in producing an order, these laws will not be violated. Trophy Gallery disclaims all liability for compliance with these laws. You and your client agree to hold Trophy Gallery harmless for any damages, lots and/or expenses arising under these laws as a consequence of our use of said material or other copy.

**Set Up Charges:** Set up charges may apply if an unusable logo or file is provided. Set up charges can be and may be applied to your order. All in store orders are applicable to a set up charge. An invoice will be sent via email. Set up charges range depending on the magnitude of typesetting or graphic design needed, depending on quantity of product, magnitude of work, and production time & work.

**Customer Own Stock:** When customer stock is used, Trophy Gallery accepts no responsibility as to the structure of the glass, effects, imperfections, irregular breakage, or in the quality of the end product as a result of the decorating procedure. Trophy Gallery is also not responsible for concealed damages or breakage contained in glassware shipped to Trophy Gallery for decoration. Breakage claims should be filed with carriers. We are not responsible for shortages of products submitted for contract decorating.

**Production Time:** Subject to seasonal demands (usually 2-3 weeks). All production times are calculated from the point when we receive approval on layout of artwork and inventory has been confirmed. Trophy Gallery has the most diverse product line in the industry and stocks considerable quantities of most of the items listed, however, production may be affected by demand and availability of product. As our terms are net 30 days, the production time on your order may be affected should your account become overdue.

**Problems & Misprints:** We reserve the right to dispose of misprinted or defective goods at our discretion. The customer has the first right of refusal. (may end up circulated).

**Shipping:** Trophy Gallery ships Fed Ex & Canada Post, this allows us to ship to P.O. box numbers. There is no shipping company that will guarantee no breakage of glass, crystal, ceramics, etc during the shipping process. At Trophy Gallery, we take every care in packing the ware when it is being shipped and uses the best shippers in the business to get your product in one piece to the customer.

Please note: customers outside of Canada are responsible for Customs/Duty Charges/all shipping costs.

Complaints: Complaints must be received by our office within 7 days after receiving the shipment. Orders sent back without prior authorization being received from our office may be re-routed back or may be received, billed back and returned to you by your carrier at your expense.

Special Instructions: It is important that any special instructions be clearly outlined on your order. If specific requirements are not indicated (size, positioning, layout), we will reach out in regards to getting the instructions. We are not liable for any missed due dates as all production times are calculated from the point when we receive approval on layout of artwork/instructions of artwork layout.

Order Cancellation: Any charges relating to an order being canceled will be billed to the point that the order was canceled. For items including any personalization/engraving will not be able to receive a refund if the engraving/personalization is completed. There is a 15% restocking on the product ordered under our discretion. Artwork fees start at \$60 (clean up of logos, creating logo, proof/proof changes).

Rush Charges: If our standard delivery is not acceptable at the time of order placement, ask our customer service department about rush service on your order. They will make you aware of any rush service charges at that time, in order to meet your special event date required. We do not cover Xpress, Expedited, Priority, 1-day, 2-day, First Overnight, etc shipping charges. Any shipping that is not standard shipping will be covered by the customer.

Proofs: We send proof with artwork layout to email provided with your order if specified to do so. We will not proceed with any engraving/personalization without artwork approval. If we do not receive an answer, we will send multiple attempts for a proof. Our customer service team will attempt to contact you by phone if the email attempts remain unsuccessful. We do not ship or engrave items until we have the approval. We will not be held responsible for rush timelines/missed due dates in regards to attempts of artwork approval being unsuccessful. Artwork fees start at \$60.

All proofs are property of Trophy Gallery, created by Trophy Gallery, and to only be used by Trophy Gallery.

Online Promotions: Online promotions/discounts are not applicable to in store orders. Our online promos./discounts are strictly for online orders. Any orders that are done out of house are not applicable to receiving any online promotions/discounts.

International orders will not be replaced if awards/product is delivered damaged.

Depending on magnitude & logistics your order may be drop shipped from an alternate Canadian location.

Estimates/Quotations on Custom Orders Before we initiate the quoting process, there is a \$60.00 fee to ensure the seriousness of your potential order. If you proceed with your order the fee will be deducted from your final invoice. To proceed with your quotation we will need the following information: Company Name Last Name/First Name of Main Contact Email Phone number Billing/Shipping Address

We do not engrave homophobic, racist, offensive, or disrespectful language.

## **PRIVACY POLICY**

Privacy: Your privacy is important to us. To better protect your privacy we provide this notice explaining our online information practices and the choices you can make about the way your information is collected and used. To make this notice easy to find, we make it available on our homepage and at every point where personally identifiable information may be requested.

The Information We Collect: This notice applies to all information collected or submitted on Trophy Gallery website. On some pages, you can order products, make requests, and register to receive materials. The types of personal information collected at these pages are: Name, Address, Email Address, Phone Number.

On some pages, you can submit information about other people. For example, if you order a gift online and want it sent directly to the recipient, you will need to submit the recipient's address. In this circumstance, the types of personal information collected are: Name, Address, Phone Number, Email Address.

The Way We Use Information:

We use the information you provide about yourself when placing an order only to complete that order. We do not share this information with outside parties except to the extent necessary to complete that order.

We use the information you provide about someone else when placing an order only to ship the product and to confirm delivery. We do not share this information with outside parties except to the extent necessary to complete that order.

We use return email addresses to answer the email we receive. Such addresses are not used for any other purpose and are not shared with outside parties.

Finally, we never use or share the personally identifiable information provided to us online in ways unrelated to the ones described above without also providing you an opportunity to opt-out or otherwise prohibit such unrelated uses.

#### Our Commitment To Data Security:

To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect online.

#### Our Commitment To Children's Privacy:

Protecting the privacy of the very young is especially important. For that reason, we never collect or maintain information at our website from those we actually know are under 13, and no part of our website is structured to attract anyone under 13.

#### How You Can Access Or Correct Your Information:

You can access all your personally identifiable information that we collect online and maintain by logging in and clicking on my account in the above menu. We use this procedure to better safeguard your information.

How To Contact Us: Should you have other questions or concerns about these privacy policies, please send us an email at [sales@trophygallery.ca](mailto:sales@trophygallery.ca)

# **RETURN POLICY**

If you are not satisfied with any products that have not been engraved or customized, you can return them within 14 days, starting from the date after the day of delivery/purchase in store for a refund or credit. It is your responsibility to return purchases in perfect condition in original boxes and packaging. Please provide invoice/receipt for instore orders.

The cost of returning goods to us shall be borne by you. We recommend that you obtain proof of postage and return via a reputable courier Canada Post/FedEx/Purolator.

Please ensure that the goods are suitably packaged to prevent damage in transit. We reserve the right to deduct the cost of replacing these items from any refund when goods are returned to us damaged (if we are not notified beforehand).

Your right to return or cancel goods to us does not apply to any items that have been engraved/customized.